



Purchase Orders

DELPHI

Energy & Chassis System

Page 2 of 3

KARL KUEFNER KG
Postfach POSTFACH 2

72437 ALBSTADT-TAILFINGEN
GERMANY

Requirements Contract

PO Number 550005559 Date Issued 04/01/2002
Version 08/02/2004 10:01:54

Item No.	Material No. Description	Plant
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00020	25335883 CAL TUBE AND FILTER ASSEMBLY	F701 DELPHI E & C COOPERSVILLE
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	Valid From	Valid To	Currency	Price	Price Unit	UOM
	12/01/2001	12/31/2001	EUR	260.00	1,000	PC
	01/01/2002	12/31/2002	EUR	260.00	1,000	PC
	01/01/2003	12/31/2003	EUR	247.00	1,000	PC
	01/01/2004	12/31/2004	EUR	234.65	1,000	PC
	01/01/2005	12/31/2005	EUR	225.26	1,000	PC
	01/01/2006	12/31/2006	EUR	218.51	1,000	PC
	01/01/2007	12/31/2007	EUR	211.95	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

This Contract replaces previous contract # JB300.

DELPHI

Energy & Chassis System.
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Requirements Contract	
PO Number	Date Issued
550005559	04/01/2002
Version	
08/02/2004 10:01:54	
Item No.	Material No.
	Description
KARL KUEFFNER KG Postfach POSTFACH 2 72437 ALBSTADT-TAILFINGEN GERMANY	
Plant	
Notes Continued:	
***** dc to Goods shall transfer from seller to buyer upon arrival at buyer's consuming plant. *****	
07/18/02 - Alteration to extend REQUIREMENTS CONTRACT.	
12/05/02 - Alteration to extend Requirements Contract. kam	
12/05/02 - Alteration to extend REQUIREMENTS CONTRACT and change price on Material No. 25335883 (Item 20). dmp	
09/10/03 - Alteration to extend Material No. 5235160 (Item 10) and 17121468 (Item 30). dmp	
04/06/04 - Alteration to change the shipping terms from FOB (Freight Collected) to FCA (Freight Forwarder's Del.). dmp	
05/04/04 - Alteration to change price and validity on Material No. 5235160 (Item 10), and change the Payment Terms from (ZMN2) Payment Settled on 2nd Month, to (Z23) Due 2nd Day of the Third Month. kam	
07/28/04 - Alteration to extend Material No. 17121468 (Item 30). cap	

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23. AUG. 2004

Energy & Chassis Systems

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Buyer:

Delphi Energy & Chassis Systems
5820 Delphi Drive
TROY MI 48098
USA

Entered

Requirements Contract

PO Number
550005559
Version
08/02/2004 10:01:54

Date Issued
04/01/2002

Deliver to:

DELPHI E & C COOPERSVILLE
999 W.RANDALL RD
COOPERSVILLE MI 49404
USA

ALTERATION
TO REQUIREMENT CONTRACT

KARL KUEFNER KG
Postfach POSTFACH 2
72437 ALBSTADT-TAILFINGEN
GERMANY

Vendor No: 1005902
DUNS No: 315616961

Payment Terms: Z23 Currency: EUR

Due 2nd day of the third month

Incoterms: FCA-Freight Forwarder's Dock

Item No.	Material No.	Plant
Description		

00010 5235160 F701 DELPHI E & C COOPERSVILLE

FILTER-FUEL INLET

Valid From	Valid To	Currency	Price	Price Unit	UOM
07/01/2001	12/31/2003	EUR	61.40	1,000	PC
01/01/2004	12/31/2004	EUR	60.80	1,000	PC
01/01/2005	12/31/2005	EUR	60.30	1,000	PC
01/01/2006	12/31/2006	EUR	60.00	1,000	PC
01/01/2007	12/31/2007	EUR	59.80	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00030 17121468 F701 DELPHI E & C COOPERSVILLE

FILTER

THIS AMENDMENT EXTENDS ITEM:

Valid From	Valid To	Currency	Price	Price Unit	UOM
07/01/2001	12/31/2005	EUR	69.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Purchasing Contact: McMillian, Tony

Phone: 248-813-4358

Fax: 248-813-4577

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48098-2815

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Energy & Chassis System

22 AUG 2005

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Buyer:

DELPHI
ENERGY & CHASSIS SYSTEMS
5820 DELPHI DR
TROY MI 48098
USA

Deliver to:

DELPHI E & C COOPERSVILLE
999 W.RANDALL RD
COOPERSVILLE MI 49404
USA

KARL KUEFNER KG
ostfach POSTFACH 2
72437 ALBSTADT-TAILFINGEN
GERMANY

Requirements Contract

PO Number 550053066 Date Issued 08-Mar-2004
Version 05-Aug-2005 09:08:26

Vendor No: 1005902
DUNS No: 315616961

Payment Terms: Z23 Currency: EUR
Due 2nd day of the third month

Incoterms: FCA-Freight Forwarder's Dock

Item No.	Material No.	Plant			
	Description				
00010	25367955 CAL TUBE AND FILTER ASSEMBLY	F701 DELPHI E & C COOPERSVILLE			
	THIS AMENDMENT CHANGES ITEM				
Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Feb-2004	30-Jun-2004	EUR	234.70	1,000	PC
01-Jul-2004	31-Dec-2004	EUR	183.70	1,000	PC
01-Jan-2005	31-Dec-2005	EUR	153.00	1,000	PC
01-Jan-2006	31-Dec-2006	EUR	146.50	1,000	PC
01-Jan-2007	31-Dec-2007	EUR	144.50	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

This Contract replaces previous contract # --.

Purchasing Contact: Zurek, Don
Phone: 248-813-4306
Fax: 248-813-4577

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48098-2815

DELPHI

Energy & Chassis Systems
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Requirements Contract			
Item No.	Material No.	Plant	Description
KARL KUEFFNER KG Postfach POSTFACH 2 72437 ALBSTADT-TAULFINGEN GERMANY	PO Number 550053066 Version 05-Aug-2005 09:08:26	Date Issued 08-Mar-2004	

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Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract and Buyer's General Terms and Conditions any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of his Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

08/05/05 Alteration to change the buyer from (116) Jennifer Devole to (125) Don Zuker. dmnp